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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 KIMBERLY TAGUE, an individual

11 Plaintiff,

12 v.

13 COUNTY OF LOS ANGELES, a
14 public entity; and DOE DEPUTIES
15 1 -10, inclusive,

16 Defendant.

Case No. 2:24-CV-05985-CBM PDx

STIPULATED PROTECTIVE
ORDER

(PD Version)

☒ Check if submitted without
material modifications to PD form

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18 1. INTRODUCTION

19 1.1 PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,
21 proprietary, or private information for which special protection from public
22 disclosure and from use for any purpose other than prosecuting this litigation
23 may be warranted. Accordingly, the parties hereby stipulate to and petition
24 the Court to enter the following Stipulated Protective Order. The parties
25 acknowledge that this Order does not confer blanket protections on all
26 disclosures or responses to discovery and that the protection it affords from
27 public disclosure and use extends only to the limited information or items that
28 are entitled to confidential treatment under the applicable legal principles.

1 The parties further acknowledge, as set forth in Section 12.3, below, that this
2 Stipulated Protective Order does not entitle them to file confidential
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that
4 must be followed and the standards that will be applied when a party seeks
5 permission from the court to file material under seal.

6 **1.2 GOOD CAUSE STATEMENT**

7 In light of the nature of the claims and allegations in this case and the
8 parties' representations that discovery in this case will involve the production
9 of confidential records, and in order to expedite the flow of information, to
10 facilitate the prompt resolution of disputes over confidentiality of discovery
11 materials, to adequately protect information the parties are entitled to keep
12 confidential, to ensure that the parties are permitted reasonable necessary
13 uses of such material in connection with this action, to address their handling
14 of such material at the end of the litigation, and to serve the ends of justice, a
15 protective order for such information is justified in this matter. The parties
16 shall not designate any information/documents as confidential without a good
17 faith belief that such information/documents have been maintained in a
18 confidential, non-public manner, and that there is good cause or a compelling
19 reason why it should not be part of the public record of this case.

20 **2. DEFINITIONS**

21 **2.1 Action:** Tague v County of Los Angeles, et al., 2:24-CV-05985-CBM
22 PDx.

23 **2.2 Challenging Party:** a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless
26 of how it is generated, stored or maintained) or tangible things that qualify for
27 protection under Federal Rule of Civil Procedure 26(c), and as specified above
28 in the Good Cause Statement.

1 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
2 as their support staff).

3 2.5 Designating Party: a Party or Non-Party that designates
4 information or items that it produces in disclosures or in responses to
5 discovery as “CONFIDENTIAL.”

6 2.6 Disclosure or Discovery Material: all items or information,
7 regardless of the medium or manner in which it is generated, stored, or
8 maintained (including, among other things, testimony, transcripts, and
9 tangible things), that are produced or generated in disclosures or responses to
10 discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a
12 matter pertinent to the litigation who has been retained by a Party or its
13 counsel to serve as an expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this
15 Action. House Counsel does not include Outside Counsel of Record or any
16 other outside counsel.

17 2.9 Non-Party: any natural person, partnership, corporation,
18 association, or other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this
21 Action and have appeared in this Action on behalf of that party or are
22 affiliated with a law firm which has appeared on behalf of that party, and
23 includes support staff.

24 2.11 Party: any party to this Action, including all of its officers,
25 directors, employees, consultants, retained experts, and Outside Counsel of
26 Record (and their support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure
28 or Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing
3 exhibits or demonstrations, and organizing, storing, or retrieving data in any
4 form or medium) and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9
10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected
16 Material.

17 Any use of Protected Material at trial will be governed by the orders of
18 the trial judge. This Order does not govern the use of Protected Material at
19 trial.

20
21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality
23 obligations imposed by this Order will remain in effect until a Designating
24 Party agrees otherwise in writing or a court order otherwise directs. Final
25 disposition will be deemed to be the later of (1) dismissal of all claims and
26 defenses in this Action, with or without prejudice; and (2) final judgment
27 herein after the completion and exhaustion of all appeals, rehearings,
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1 remands, trials, or reviews of this Action, including the time limits for filing
2 any motions or applications for extension of time pursuant to applicable law.

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4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for
6 Protection. Each Party or Non-Party that designates information or items for
7 protection under this Order must take care to limit any such designation to
8 specific material that qualifies under the appropriate standards. The
9 Designating Party must designate for protection only those parts of material,
10 documents, items, or oral or written communications that qualify so that other
11 portions of the material, documents, items, or communications for which
12 protection is not warranted are not swept unjustifiably within the ambit of
13 this Order.

14 Mass, indiscriminate, or routinized designations are prohibited.
15 Designations that are shown to be clearly unjustified or that have been made
16 for an improper purpose (e.g., to unnecessarily encumber the case development
17 process or to impose unnecessary expenses and burdens on other parties) may
18 expose the Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items
20 that it designated for protection do not qualify for protection, that Designating
21 Party must promptly notify all other Parties that it is withdrawing the
22 inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise
24 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or
25 as otherwise stipulated or ordered, Disclosure or Discovery Material that
26 qualifies for protection under this Order must be clearly so designated before
27 the material is disclosed or produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
5 contains protected material. If only a portion or portions of the material on a
6 page qualifies for protection, the Producing Party also must clearly identify
7 the protected portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for
9 inspection need not designate them for protection until after the inspecting
10 Party has indicated which documents it would like copied and produced.
11 During the inspection and before the designation, all of the material made
12 available for inspection will be deemed “CONFIDENTIAL.” After the
13 inspecting Party has identified the documents it wants copied and produced,
14 the Producing Party must determine which documents, or portions thereof,
15 qualify for protection under this Order. Then, before producing the specified
16 documents, the Producing Party must affix the “CONFIDENTIAL legend” to
17 each page that contains Protected Material. If only a portion or portions of the
18 material on a page qualifies for protection, the Producing Party also must
19 clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given in depositions that the Designating Party
22 identify the Disclosure or Discovery Material on the record, before the close of
23 the deposition all protected testimony.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent
26 place on the exterior of the container or containers in which the information is
27 stored the legend “CONFIDENTIAL.” If only a portion or portions of the
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information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection

1 with this Action only for prosecuting, defending, or attempting to settle this
2 Action. Such Protected Material may be disclosed only to the categories of
3 persons and under the conditions described in this Order. When the Action has
4 been terminated, a Receiving Party must comply with the provisions of section
5 13 below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party
7 at a location and in a secure manner that ensures that access is limited to the
8 persons authorized under this Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating
11 Party, a Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel)
17 of the Receiving Party to whom disclosure is reasonably necessary for this
18 Action;

19 (c) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the Court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and
25 Professional Vendors to whom disclosure is reasonably necessary for this
26 Action and who have signed the “Acknowledgment and Agreement to Be
27 Bound” (Exhibit A);
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1 (g) the author or recipient of a document containing the information
2 or a custodian or other person who otherwise possessed or knew the
3 information;

4 (h) during their depositions, witnesses ,and attorneys for witnesses,
5 in the Action to whom disclosure is reasonably necessary provided: (1) the
6 deposing party requests that the witness sign the form attached as Exhibit A
7 hereto; and (2) they will not be permitted to keep any confidential information
8 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
9 A), unless otherwise agreed by the Designating Party or ordered by the court.
10 Pages of transcribed deposition testimony or exhibits to depositions that reveal
11 Protected Material may be separately bound by the court reporter and may not
12 be disclosed to anyone except as permitted under this Stipulated Protective
13 Order; and

14 (i) any mediator or settlement officer, and their supporting
15 personnel, mutually agreed upon by any of the parties engaged in settlement
16 discussions.

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19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other
22 litigation that compels disclosure of any information or items designated in
23 this Action as “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such
25 notification will include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or
27 order to issue in the other litigation that some or all of the material covered by
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1 the subpoena or order is subject to this Protective Order. Such notification
2 will include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party
6 served with the subpoena or court order will not produce any information
7 designated in this action as “CONFIDENTIAL” before a determination by the
8 court from which the subpoena or order issued, unless the Party has obtained
9 the Designating Party’s permission. The Designating Party will bear the
10 burden and expense of seeking protection in that court of its confidential
11 material and nothing in these provisions should be construed as authorizing or
12 encouraging a Receiving Party in this Action to disobey a lawful directive from
13 another court.

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15 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
16 PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced by
18 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
19 information produced by Non-Parties in connection with this litigation is
20 protected by the remedies and relief provided by this Order. Nothing in these
21 provisions should be construed as prohibiting a Non-Party from seeking
22 additional protections.

23 (b) In the event that a Party is required, by a valid discovery request,
24 to produce a Non-Party’s confidential information in its possession, and the
25 Party is subject to an agreement with the Non-Party not to produce the Non-
26 Party’s confidential information, then the Party will:

1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a
3 confidentiality agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by the
8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the
11 Receiving Party may produce the Non-Party's confidential information
12 responsive to the discovery request. If the Non-Party timely seeks a protective
13 order, the Receiving Party will not produce any information in its possession
14 or control that is subject to the confidentiality agreement with the Non-Party
15 before a determination by the court. Absent a court order to the contrary, the
16 Non-Party will bear the burden and expense of seeking protection in this court
17 of its Protected Material.

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19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has
21 disclosed Protected Material to any person or in any circumstance not
22 authorized under this Stipulated Protective Order, the Receiving Party must
23 immediately (a) notify in writing the Designating Party of the unauthorized
24 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
25 Protected Material, (c) inform the person or persons to whom unauthorized
26 disclosures were made of all the terms of this Order, and (d) request such
27 person or persons to execute the "Acknowledgment and Agreement to Be
28 Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to

1 file Protected Material under seal is denied by the court, then the Receiving
2 Party may file the information in the public record unless otherwise
3 instructed by the court.

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5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4,
7 within 60 days of a written request by the Designating Party, each Receiving
8 Party must return all Protected Material to the Producing Party or destroy
9 such material. As used in this subdivision, “all Protected Material” includes
10 all copies, abstracts, compilations, summaries, and any other format
11 reproducing or capturing any of the Protected Material. Whether the
12 Protected Material is returned or destroyed, the Receiving Party must submit
13 a written certification to the Producing Party (and, if not the same person or
14 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
15 category, where appropriate) all the Protected Material that was returned or
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the Protected Material. Notwithstanding this provision,
19 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
20 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
21 deposition and trial exhibits, expert reports, attorney work product, and
22 consultant and expert work product, even if such materials contain Protected
23 Material. Any such archival copies that contain or constitute Protected
24 Material remain subject to this Protective Order as set forth in Section 4
25 (DURATION).

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27 14. Any willful violation of this Order may be punished by civil or criminal
28 contempt proceedings, financial or evidentiary sanctions, reference to

1 disciplinary authorities, or other appropriate action at the discretion of the
2 Court.

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4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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6 DATED: 10/4/24 /s/ Greg Kirakosian
7 Attorneys for Plaintiff

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9 DATED: 10/4/24 /s/ Molshree Gupta
10 Attorneys for Defendant

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12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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15 DATED: October 4, 2024



16 HON. PATRICIA DONAHUE
17 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date]
in the case of Tague v County of Los Angeles, et al., 2:24-CV-05985-CBM PDx.

I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the
terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint

_____ [full name] of
_____ [full address and telephone
number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____